

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

**FIDELITY AND DEPOSIT COMPANY OF
MARYLAND**

Plaintiff,

v.

**AMAAZZ CONSTRUCTION GROUP, LLC f/ka/
AMAAZZ GROUP, LLC, AMAAZZ
CONSTRUCTION OHIO, LLC, THE KNOCH
CORPORATION, SMC CONSTRUCTION
SOUTHEAST, LLC, SMC CONSTRUCTION
GROUP, LLC, JOHN A. JOHNSON,
SUGUNESWARAN S. SUGUNESS, LATHA
JOHNSON, and SUSHEELA SUGUNESS**

Defendants.

Civil Action No. 2:21-CV-04384

**AGREED ORDER RELATING TO
MOTION FOR PRELIMINARY INJUNCTION**

THIS MATTER came before the Court upon Plaintiff Fidelity and Deposit Company of Maryland's ("F&D") Motion for Preliminary Injunction (ECF No. 32) against Defendants Amaazz Construction Group, LLC f/k/a Amaazz Group, LLC ("Amaazz Construction Group"), Amaazz Construction Ohio, LLC ("Amaazz Construction Ohio" or "ACO"), The Knoch Corporation ("Knoch"), SMC Construction Southeast, LLC ("SMC Construction"), SMC Construction Group, LLC ("SMC Group"), John A. Johnson, Suguneswaran S. Suguness, Latha Johnson, and Susheela Suguness (collectively, the "Defendants").

Upon consideration of said Motion and the agreement of F&D and the Defendants (collectively, the "Parties"), which agreement is evidenced by the signatures of the Parties' counsel

of record below, the Court is of the opinion that F&D's Motion for Preliminary Injunction should be **GRANTED** upon the following terms and conditions.

Therefore, **IT IS HEREBY ORDERED** as follows:

1. The Defendants agree that F&D is entitled to collateral under the indemnity agreements at issue in this action (collectively, the "Indemnity Agreements") of no less than \$7,784,248 in relation to the various surety bonds that F&D issued on behalf of Amaazz Construction Ohio (collectively, the "Bonds"), and F&D agrees to accept collateral in the amount of \$7,784,248 from the Defendants to fully resolve F&D's Motion for Preliminary Injunction relative to the Bonds.

2. The Defendants shall endeavor in good faith to deposit \$7,784,248 in collateral with F&D in a combination of money and an irrevocable and perpetual letter of credit naming F&D as the beneficiary under the following timetable:

- a. The Defendants shall wire \$1,000,000 to F&D on or before Friday, December 10, 2021 using wiring instructions to be furnished by F&D's counsel of record;
- b. Amaazz Construction Group, Amaazz Construction Ohio, John A. Johnson, Suguneswaran S. Suguness, Latha Johnson, and Susheela Suguness (*i.e.*, the Defendants other than Knoch, SMC Group, and SMC Construction) shall (i) apply (collectively or individually) in good faith for an irrevocable and perpetual letter of credit naming F&D as the beneficiary at least three separate banks on or before December 10, 2021 and (ii) contemporaneously furnish copies of such applications and related documents to F&D; and
- c. The Defendants' liability shall be discharged in relation to F&D's Motion for Preliminary Injunction conditioned upon (i) F&D's receipt of \$1,000,000 from the Defendants on or before Friday, December 10, 2021 as contemplated by Section (a) and (ii) F&D's receipt of additional collateral in the amount of \$6,784,248 in any combination of money and/or an irrevocable and perpetual letter of credit naming F&D as the beneficiary on or before Friday, January 14, 2022.

3. If the conditions of Section 2(c) have not been satisfied by January 14, 2022, F&D shall furnish notice to the Court and the Defendant shall be required to show cause for their failure to satisfy those conditions.

4. As contemplated by the Indemnity Agreements, F&D may utilize any collateral received pursuant to this Order to pay “Loss” as defined by the Indemnity Agreements or may hold such collateral against potential future “Loss,” with any remaining collateral held by F&D to be returned to the Defendants upon the complete release and/or discharge of F&D’s liability under all surety bonds issued on behalf of any of the Defendants.

5. Other than the deadlines and obligations imposed in this Order, all deadlines in this action shall be indefinitely continued, the Parties shall refrain from conducting any discovery through Friday, January 14, 2022, and the preliminary injunction hearing scheduled for December 16, 2021 is canceled.

6. The Court shall conduct a telephonic Status Conference on February 4, 2022 at 11:00 a.m. to address any issues that remain to be resolved in this action as of that date.

IT IS SO ORDERED

s/ Edmund A. Sargus 12/6/2021
EDMUND A. SARGUS
UNITED STATES DISTRICT JUDGE

APPROVED FOR ENTRY BY:

/s/ Jarrod W. Stone

Jarrod W. Stone OH bar No. 0096122

MANIER & HEROD

1201 Demonbreun Street, Suite 900

Nashville, Tennessee 37203

Phone: (615) 244-0030

Fax: (615) 242-4203

jstone@manierherod.com

Attorney for Plaintiff Fidelity and Deposit Company of Maryland

/s/ Timothy Miller

Timothy Miller

Isaac Wiles & Burkholder, LLC

Two Miranova Place, Ste 700

Columbus, OH 43215

Phone: (614) 221-2121

Fax: (614) 221-2121

tmiller@isaacwiles.com

Attorney for Defendants Amaazz Construction Group, LLC f/k/a Amaazz Group, LLC, Amaazz Construction Ohio, LLC, The Knoch Corporation, John A. Johnson, Suguneswaran S. Suguness, Latha Johnson, and Susheela Suguness

/s/ Christopher Weiss

Christopher Weiss

Christopher Weiss Attorney At Law, P.A.

2014 E. Robinson Street

Orlando, FL 3280

Phone: (407) 928-6737

Fax: (855) 592-0030

chris@cweisslaw.com

Attorney for Defendants SMC Construction Southeast, LLC and SMC Construction Group, LLC